

City of Hartford

Department of Finance

Purchasing Division

550 Main Street
Hartford, Connecticut 06103
860-543-8555

INVITATION TO BID

BID TITLE AND NUMBER: **TERM CONTRACT: ELEVATOR MAINTENANCE AND REPAIR; #2674**

Sealed bids for the above will be received at the Office of the City Purchasing Agent, Municipal Building, 550 Main Street, Room 100, Hartford, Connecticut until, **BUT NOT LATER THAN 10:00 A.M., EST, WEDNESDAY, MARCH 5, 2003** at which time and place they will be publicly opened, read, and recorded.

BID SURETY AND PERFORMANCE BOND SHALL NOT BE REQUIRED FROM BIDDERS. INSURANCE SHALL BE REQUIRED FROM THE SUCCESSFUL BIDDER.

Bid must be time stamped by Purchasing Receptionist **OR** a member of the Purchasing Staff **BEFORE** the deadline. The wall clocks are not used for this purpose. Be sure that the bid number, deadline date and the name and address of your firm is shown clearly on the bid envelopes. All envelopes must be sealed prior to submission.

If the bid is mailed, please mail bid **SEVERAL DAYS** prior to bid deadline to assure timely delivery. A bid is not considered received until it is in the office of the Purchasing Agent.

The City reserves the right to reject any or all, or any part of any or all bids, if such action is deemed to be in the best interest of the City.

The omission of any of attached papers from bid submitted is not available as defense by bidder in case of his failure to perform his contract in the manner described.

City of Hartford, Connecticut

BY: Stanley Staron
Acting Purchasing Agent

BID PREPARED BY: **Judith Reynolds, Principal Analyst**
Telephone: **(860) 543-8555**

LEGAL NAME OF BIDDER _____
(Please insert your firm name on this line)

ADVERTISED BID NUMBER: **#2674**
TITLE: **TERM CONTRACT: ELEVATOR MAINTENANCE AND REPAIR**

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- (X) SPECIFICATIONS: 6 PAGES
- (X) STANDARD FORM OF CONTRACT PROPOSAL (FORM 126/127)
- () WAGE SCALE: PAGE(S)
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ATTACHMENTS FOR INFORMATIONAL PURPOSES

- (X) **SECTION 2-545** OF THE MUNICIPAL CODE: NOTICE OF INVITATION FOR BIDS TO BE PUBLISHED; CONTRACTS LIMITED TO EQUAL OPPORTUNITY EMPLOYERS.
- (X) **SECTION 2-548** OF THE MUNICIPAL CODE: DETERMINING AWARD; REJECTION AND RE-ADVERTISEMENT; CONTRACT; CONTRACTS LIMITED TO THE LOWEST RESPONSIBLE BIDDER.
- () **SECTION 2-559** OF THE MUNICIPAL CODE: SET-ASIDE PROGRAM FOR SMALL CONTRACTORS AND MINORITY BUSINESS ENTERPRISES.
- (X) **SECTION 2-560** OF THE MUNICIPAL CODE: BID PREFERENCE FOR CITY- BASED BUSINESSES.

SPECIAL INSTRUCTIONS TO BIDDERS
TERM CONTRACT: ELEVATOR MAINTENANCE AND REPAIR; #2674

1. **Bid Prices:** Prospective Bidders shall submit unit prices as outlined on the bid schedule. All prices shall include FOB destination, inside delivery.
2. **Basis of Award:** Paragraph 15 of the Standard Form of Contract Proposal, Form 127, (Standard Instructions to Bidders) is amended to include the following:

For the purpose of evaluating bids to determine the lowest responsible bidder, 15% local preference will be applied in accordance with Section 2-560 of the Municipal Code as amended, a copy of which is attached hereto for your information.

This bid shall be awarded to the lowest responsible bidder by group or total low bid. Therefore, bidders must bid on every item in a group in order to be considered for award.
3. **Variable Quantities:** The quantities and delivery points set forth in this bid shall be subject to the variation stipulated in Paragraph 10 (c) of the "Standard Instructions to Bidders" (Form 127).
4. **Term of Contract:** The term of this contract shall be for a twenty-one (21) month period commencing on approximately **April 1, 2003** and ending on **December 31, 2004**.
5. **Contract Termination:** The City of Hartford reserves the right to cancel this contract, at any time, with thirty (30) days prior written notice to contractor, should any of the following conditions exist:
 - A. Funds are not appropriated by the Court of Common Council to allow continuance of this contract.
 - B. The City of Hartford, through changes in its requirements or method of operation, no longer has a need for the commodity or service.
6. **Contractor Performance:** If, during the term of this Contract, the Contractor; A) repeatedly fails to provide the level of services required under this Contract; B) fails to fulfill services required in accordance with agreed schedule or C) fails to comply with any other terms and conditions outlined in the Contract, the City shall have the right to terminate this Contract. Prior to termination, the City shall:
 - A. Meet with Contractor to give him/her an opportunity to respond to complaints;
 - B. Establish a remedial period for the Contractor to correct service deficiencies and/or defaults to the satisfaction of the City;
 - C. If Contractor fails to correct said deficiencies and/or defaults within the remedial period, the City shall terminate contract.
7. **Estimated Requirements:** The volume of commodities or amount of service listed on the bid schedule is estimated only. The City will pay for only those commodities or services actually received during the term of the contract.

SPECIAL INSTRUCTIONS TO BIDDERS
TERM CONTRACT: ELEVATOR MAINTENANCE AND REPAIR; #2674

8. **Site Inspection:** The bidders are urged to inspect the site prior to submission of bid proposal to compare it with drawings and/or specifications and to satisfy themselves of conditions existing at the site, the storage and handling of materials, and all other matters that may be incidental to the work performed under this contract. No allowance shall be made to the successful contractor by reason of any error on his/her part due to neglect to comply with the requirements of this paragraph.

Arrangements for site inspection can be made by contacting **Alex Trujillo, Department of Public Works (860) 522-4888 extension 6290; Capt. Eugene Cieri, Fire Department (860) 246-6755,x5804 Fred Bushey, Hartford Public Schools/Buildings and Grounds (860) 695-3221.**

9. **Liquidated Damages:** The City of Hartford reserves the right to assess liquidated damages against the successful vendor in accordance with the Standard Form of Contract Proposal (Form 127), Paragraph 28.
10. **Project Purchases:** The City reserves the right to purchase on separate competitive bids commodities and/or services for a major project. The Contractor, however, shall be invited to bid.
11. **Payment:** Payment under this Contract shall be made in accordance with Finance Form 127, Paragraph 32 of the Standard Form of Contract Proposal.

The successful vendor(s) shall submit itemized invoices directly to location where supplies and/or services were delivered. Invoices must reflect unit prices and/or percentage discounts as outlined on the bid schedule.

12. **References:** Prospective Bidders shall submit three (3) references where similar work of this nature has been performed and/or equipment proposed has been in use within the past one (1) year.

<u>COMPANY NAME & ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE</u>
A. _____ _____	_____ _____	_____ _____
B. _____ _____	_____ _____	_____ _____
C. _____ _____	_____ _____	_____ _____

13. **Insurance:**

The Provider shall obtain and maintain, at its own cost and expense, throughout the term of this contract including any and all extensions or renewals thereof, issued by an insurance company licensed to conduct business in the State of Connecticut and having a Best's Key Rating of A-VIII or better, at least, the following insurance coverage.

13.1. Commercial General Liability, including Contractual Liability Insurance:

\$1,000,000 Combined Single Limit Bodily Injury and Property Damage.

13.2. **Workers' Compensation:**

Statutory Limits in accordance with Connecticut General Statutes

13.3. **Employer's Liability:**

\$100,000 Bodily Injury for Each Accident

\$100,000 Bodily Injury by Disease for Each Employee

\$500,000 Bodily Injury by Disease Aggregate

13.4. **Garage Keepers Legal Liability:**

Issued on an occurrence basis with a \$2,000,000 Single Limit for the term of the contract and if on a claims made basis for two years following its completion.

13.5. **The City of Hartford is included as an Additional Insured, ATIMA.**

(This requirement does not apply to Workers' Compensation)

**THIS WORDING MUST APPEAR IN THE SPACE PROVIDED FOR
"COMMENTS" ON THE ACORD INSURANCE CERTIFICATE FORM.**

13.6. In the event that the Provider has any self-insured retentions or deductibles under any of the minimum required coverages; the Provider must identify on the Certificate of Insurance the nature and amount of such self-insured retentions, deductibles and provide satisfactory evidence of financial responsibility for such obligations. All self-insured retentions or deductibles shall be the sole responsibility of the Provider.

13.7. The Contractor shall provide the City, within five (5) days of receipt of Notice of Selection and prior to the commencement date of this agreement and thereafter upon renewal of any required insurance hereunder, certificate(s) of insurance evidencing coverage as required by this contract and that the coverages will not be canceled, non-renewed, or materially changed by endorsement or through issuance of other policy(ies) without thirty (30) days advance written notice to the City.

13.8. The insurance requirements shall apply to all subcontractors, if any.

13.9. Insurance requirements and coverages may be reviewed from time to time during the term of this Contract and all extensions and renewals hereof. The Provider agrees to comply with any and all reasonable insurance requirements or modifications made by the City's Risk Manager.

13.10. Cancellation or other termination of insurance policies required by this Agreement, without immediate replacement thereof, may be considered a default in the terms and conditions of this Agreement. The Provider agrees that such default may be cured by procurement of insurance on behalf of the Provider, at the Provider's expense, and at the City's option.

Hold Harmless Agreement: The Contractor shall, at all times, defend, indemnify, protect and save harmless the City and its officers, agents and employees from any and all claims or demands for damages for bodily injury, including death, or property damages sustained by any party, including officers, agents, and employees of the Contractor. Said hold harmless clause shall include, but not be limited to investigation, defense and settlement or payment or judgment of any legal liabilities hereunto aforementioned.

SPECIAL INSTRUCTIONS TO BIDDERS
TERM CONTRACT: ELEVATOR MAINTENANCE AND REPAIR; #2674

14. **Attachments:** The following documents are attached hereto and made a part of this bid:

- A. Section 2-545 and 2-548 of the Hartford Municipal Code.
- B. Standard Form of Contract Proposal (must be completed and returned with bid).

Equal Employment Opportunity: As a condition of doing business with the City your firm must be certified by the City as Equal Opportunity Employers. The City's EEO Certification Form is attached for this purpose and made an integral part of this bid. Please complete the form in its entirety and return it with your bid. (rev. 5/84)

If your firm has received City certification within the previous eleven (11) months, please submit a copy of your certification in lieu of completing the Bidder's EEO Report. (rev. 3/97)

If your company employs four (4) or more people, please submit your EEO Policy Statement with your EEO Report.

SPECIFICATIONS
TERM CONTRACT: ELEVATOR MAINTENANCE AND REPAIR; #0118

1.0 GENERAL REQUIREMENTS

- 1.1 This specification covers the requirements for the service to be furnished in elevator and dumbwaiter maintenance for locations listed in the attached Bid Schedule. The service shall consist of furnishing all labor, parts, tools, travel and equipment necessary to provide monthly inspection, repair, service and complete maintenance of the entire elevator equipment to maintain safe and efficient operating condition.
- 1.2 Safety tests shall be conducted as described in the latest American Standards Association Manual.

2.0 CONTRACTOR'S REQUIREMENTS

- 2.1 The Contractor will be expected to have satisfactorily serviced and maintained elevators in type and locations similar in make-up and size of the City of Hartford. This will be verified through site visits and reference checks. Inability of a bidder to meet the requirements specified herein may be cause for rejection of this bid.
- 2.2 The Contractor shall employ an ample force of Connecticut licensed elevator mechanics and provide a plant of sufficient capacity to insure the performance of necessary maintenance work within a reasonable time. A copy of licenses shall be submitted with the bid document.
- 2.3 The Contractor shall give the work his personal supervision and shall assign to this work competent service engineer who will be responsible for the correction of all work performed.
- 2.4 The Contractor shall take particular care in the performance of his work in order to prevent injury or defacement not only to his work and the elevators and dumbwaiters being serviced, but also to other fixtures and property. Any damage caused by the Contractor in the performance of his work shall be made good to the satisfaction of the City and at the Contractor's own expense. The Contractor shall perform his work at such time and manner as to cause the least possible interference with the operation of the various buildings for the purpose used and shall perform no work at a time not approved by appropriate representatives of the City.

SPECIFICATIONS
TERM CONTRACT: ELEVATOR MAINTENANCE AND REPAIR; #2674

3.0 MATERIALS AND WORKMANSHIP

All materials used shall be new and of the best quality. All elevators and dumbwaiters shall be maintained in first class operative condition.

4.0 ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment and all hazards shall be guarded or eliminated.

5.0 RESPONSIBILITY

The Contractor agrees to accept full responsibility for the elevators and all elevator equipment as they exist on the effective date of this agreement, and to leave them in a first-class operating condition on the termination date.

6.0 COMPLIANCE WITH LAWS, BUILDING CODES

Contractor shall comply with all applicable State Laws, Ordinances, Building and Construction Codes. Contractor shall pay for all permits and licenses, wiring diagrams inspection fees and charges of a similar nature.

7.0 EXTENT OF WORK

The Contractor shall perform the work outlined herein and maintain the entire elevator equipment described, using trained personnel directly employed and supervised by him. They will be qualified to keep the equipment properly adjusted and they will use all reasonable care to maintain equipment in proper and safe operating condition.

7.1 Work shall include, but is not limited to the following: Examinations and preventive maintenance procedures, emergency callback service, maintenance of complete records, cleaning, lubrication, testing, adjusting, repairing, furnishing of replacement parts, including spares, furnishing of all equipment for testing as required by applicable codes.

7.2 The Contractor shall provide regular and systematic examinations and preventative maintenance service, making examinations at monthly intervals, at which time he shall determine the nature and extent of any trouble and shall take necessary action to restore the equipment to satisfactory and safe service and by using preventative maintenance methods furnish and install parts prior to their breakdown point where possible, all as necessary to keep the elevators in the best possible running order at all times.

7.3 The Contractor shall also maintain the efficiency, safety and speeds specified in the original elevator contract and as designated by the manufacturers of the equipment at the times, including acceleration, retardation, contact speed in feet per minute, with or without full load, and floor-to-floor, door opening and closing time.

SPECIFICATIONS
TERM CONTRACT: ELEVATOR MAINTENANCE AND REPAIR; #2674

- 7.4 The Contractor shall perform all necessary examination, adjustments and work necessary to initially adjust and maintain elevators at the herein before specified speed, adjust and replace all safety devices including governors, examine and equalize tension of all hoisting ropes all whenever necessary to insure maintenance of adequate safety factor in accordance with these specifications. The preventative maintenance program shall include painting, cleaning, lubricating, adjusting, calibrating, repairing, furnishing and replacing of parts and equipment, and the furnishing of all equipment necessary in the performance thereof, all as required in these specifications to include but is not limited to the following:

Bearings	Brakes
Brake Magnet Coils	Brake Shoes and Linings
Buffers	Counterweights
Car Safety Devices	Leveling Devices
Controllers	*Lamp bulb replacement in all
Controller Parts	fixtures (except general car
Commutators	lighting)
Coils	Magnet Frames
Contacts	Motors
Cams	Oiling Devices
Car & Hoistway door hangers	Rotating Elements
Corridor position indicators	Resistance for motor and
Car position indicators	controllers
Car operating panels	Relays
Car flooring, including	Sheaves
vinyl tile covering	Selectors
Car Safeties	Switches on car in hoistway
Door Operating Devices	Motor Couplings and belts
Electric Wiring	Signal Bell
Fuses	Signal System
Gears	Thrusts
Roller Guide Shoes	Tension Frames
Gate Hangers	Terminal and slow down devices
Governors	Traveling cables and telephone
Hoisting Machines	cables
Tanks	Worms, gears and gland
Plunger Packings and Seals	packings
Operating Oils and Fluids	Windings
	Hall Lanterns
	Interlocks
	Valves and Solenoids

****Contractor will be responsible for replacement of signal light bulbs only at time of regular examination.***

- 7.5 The Contractor shall periodically clean and properly lubricate all sheave bearings and refill gear cases and lubricators when required. All oil reservoirs shall be kept properly sealed to prevent leakage. The Contractor shall only use lubricants furnished by the manufacturer of the equipment or those recommended by the manufacturer.
- 7.6 The Contractor shall keep the guide rails clean and dry when roller guides are used.

SPECIFICATIONS
TERM CONTRACT: ELEVATOR MAINTENANCE AND REPAIR; #2674

- 7.7 The Contractor shall supply as and when necessary, the following parts and supplies; oils, grease, rope preservative, cleaning compounds, cotton waste wiping clothes, paints, etc. All lubricants shall be of the grade recommended by the elevator manufacturer for the purpose used. All lubricants shall be stored in a metal cabinet in each machine room.
- 7.8 The motor windings are to be periodically treated with proper insulating compound.
- 7.9 The Contractor shall renew all hoisting ropes and governor ropes as often as necessary to:
- 7.9a Maintain an adequate factor of safety and not less than 80% of the designated rope strength at all times.
- 7.9b Not exceed 40 broken wires in any linear foot of rope.
- 7.10 Replacement of the ropes shall meet all code requirements and be equal to or better than original ropes in design, material, construction and strength as specified by the elevator manufacturer.
- 7.11 Contractor shall repair or replace conductor cables as necessary to maintain them in good operating conditions.
- 7.12 When necessary, the Contractor shall replace guide shoes or rollers as required to insure smooth and quiet operation.
- 7.13 Plunger packings on Hydraulic Elevators shall be replaced as necessary to keep re-leveling operations and oil leakage at the cylinder head to a minimum.
- 7.14 At intervals necessary to maintain standards of cleanliness, the Contractor shall brush lint and dirt from the guide rails, overhead sheaves and beams, counterweight frames, car tops, bottoms of platforms and remove and dispose of dirt from machine rooms floors and pits. Collect normal oil leakage from the packing on hydraulic elevators and keep pit floor free of oil.
- 7.15 The Contractor shall keep the exterior of the machinery and other parts of the equipment subject to rust, properly painted and presentable at all times.
- 7.16 The Contractor shall provide and keep current a suitable chart, posted in the Elevator Machine Room of the building, on which entries shall be made to indicate the status of all servicing and maintenance work performed (including the required monthly service calls) and shall indicate the date the work was performed.

8.0 WORK TO BE PERFORMED

Systems must be fully operational upon completion of work.

- 8.1 Any repairs made shall be only those necessary to restore the elevator to its normal condition. If any additional work is required that does not have prior approval, the successful vendor shall make no attempt to complete such work, but shall contact the user department immediately.

SPECIFICATIONS

TERM CONTRACT: ELEVATOR MAINTENANCE AND REPAIR; #2674

- 8.2 Prior to any repair(s), a written estimate of work to be complete with the number of men shall be submitted and approved by the department representative or his designee. A verbal approval is acceptable during an emergency or where time does not allow for a written estimate. Any verbal estimate shall be followed up in writing, to the user department, within twenty-four (24) hours. Work completed **without** written and/or verbal consent from a user department representative, shall not be the responsibility of that department.
- 8.3 Any recalls due to negligence on part of contractor shall be made at contractor's expense. Negligence shall be determined by the user department and/or an independent representative.

9.0 RESPONSE TIME

- 9.1 Working Hours: All work shall be performed during City of Hartford normal working hours, Monday through Friday, except as authorized for weekend and emergency situations.
- 9.2 Prevailing Working Hours: Working hours vary in different City departments, therefore, it shall be the Contractor's responsibility to determine the prevailing working hours at any site requesting service and to provide service during the City work day.
- 9.3 Hourly Rate: The successful contractors will be guaranteed a minimum of one hour labor rate (regular or overtime; whichever applies) per call. After the first hour, the vendor will be charging ½ hour increments. (i.e. if a vendor service is 1 hour and 10 minutes he will be paid 1 ½ hourly rate)
- 9.4 Overtime Rate: Overtime includes all weekends and holidays.
- 9.5 Travel Time: The hourly labor rate must include travel time. The hourly labor rate begins and ends on the city site where the work is requested. No separate charges will be accepted for travel time.
- 9.6 Contractor shall be available twenty-four (24) hours a day for regular and emergency response. A day, night, weekend, emergency and beeper phone number will be made available to the user departments prior to the commencement of work. Repairs shall be completed within eight (8) hours from commencement of work. Phone answering machines are unacceptable.

PHONE # _____ BEEPER # _____

- 9.7 Routine Repairs: Contractor shall respond to calls for routine service within twenty-four (24) hours.
- 9.8 Weekend and/or Emergency Repairs: Contractor shall respond to **all** calls for emergency service within two (2) hours.
- 9.9 Tools/Equipment: Successful contractor shall be equipped with all tools and equipment necessary to enable systems to function prior to the start of the next school and/or work day.

SPECIFICATIONS

TERM CONTRACT: ELEVATOR MAINTENANCE AND REPAIR; #2674

- 10.0 Request for Service: All requests for services shall be made through the user department. If requested by the City a representative shall accompany the vendor. No invoices shall be honored without proper authorization by the user department representative or his/her designee. The City shall not be responsible for unauthorized work.
- 11.0 Quotations: Prior to any work being performed, the user departments can request a written quotation. This is only a guideline. The city will pay only for actual labor and materials used regardless if the quotation is under or over the written estimate. The billing must detail labor and materials in accordance with the terms of the contract. The user department must approve all quotations prior to the commencement of work and any work that exceeds those estimates.

CITY OF HARTFORD BID ATTACHMENT

Ordinance amending Section 2-545 of the Hartford Municipal Code will be used in determining the lowest responsible bidder(s). For your information, the ordinance reads as follows:

Section 2-545. **NOTICE OF INVITATION FOR BIDS TO BE PUBLISHED; CONTENTS; CONTRACTS LIMITED TO EQUAL OPPORTUNITY EMPLOYERS.**

(a) In every instance of purchase or sale requiring sealed bids, notices inviting sealed competitive bids shall be published at least once in a daily newspaper in the City as provided in Section 2-4 and at least five (5) calendar days must intervene between the date of last publication and the final date for submitting bids. Such notices shall include a general description of the articles to be purchased or sold, shall state where bid blanks and specifications may be secured, and the time and place for opening bids. Such notices shall further state that all contracts will be awarded only to responsible bidders as defined by section 2-548. The bid specifications shall include a copy of this section and section 2-548. The specifications shall also include documents for evaluating the equal employment opportunity status of the bidder on forms that are prepared by the City Manager. Such documents, to be completed and signed by the bidder, may request all such information necessary to determine whether a bidder is an equal opportunity employer and must be submitted by the bidder with his bid. Such documents shall include the following provision:

"The bidder understands and agrees that his, her or its failure to meet the equal opportunity requirements established by this section and by section 2-548 of the Code will preclude such bid from being considered. The bidder agrees to the procedure set forth in Section 2-548 of the Code in regard to the determination of whether such bidder is an equal opportunity employer. The bidder also understands and agrees that the equal opportunity documents will become a part of the contract, and that a breach of the provisions of the equal opportunity documents will constitute a breach of the contract subject to such remedies as provided by law."

(b) Affirmative action requirements for contracts for public works and improvements shall be governed exclusively by the provisions of Article X of this chapter, unless such contracts are for an amount less than ten thousand dollars (\$10,000.00). (Code 1977, 2-2-263; Ord. No. 12-81, 3-23-81,; Ord. No. 42-83, 10-24-83)

CITY OF HARTFORD BID ATTACHMENT

Ordinance amending Section 2-548 of the Hartford Municipal Code will be used in determining the lowest responsible bidder. For your information, the ordinance reads as follows:

Be It Ordained by the Court of Common Council of the City of Hartford: that Section 2-548 of the Municipal code be amended as follows:

Section 2-548. **DETERMINING AWARD; REJECTION AND RE-ADVERTISEMENT;
CONTRACTS LIMITED TO THE LOWEST RESPONSIBLE
BIDDER.**

(a) The contract for which sealed bids are invited shall be awarded to the lowest responsible bidder. Any person or organization is deemed not to be a responsible bidder that:

- (1) Is not an equal opportunity employer;
- (2) Has been found by a court or administrative body of competent jurisdiction to be in violation of the National Labor Relations Act and that such violation continues to exist;
- (3) Has been found by a court or administrative body of competent jurisdiction to be in violation of the Labor Relations Act for the State of Connecticut, Title 31, Chapter 561 and that such violation continues to exist; or;
- (4) Is found to be delinquent in the payment of personal and/or real property taxes or is found to be the owner of an interest of twenty-five (25%) percent or more in a corporation that is delinquent in the payment of personal or real property taxes.

(b) In any case, where a bidder is found to be delinquent in the payment of personal and/or real property taxes, the Purchasing Agent may require that the bidder submit a plan whereby the bidder will make current all arrearage of such taxes. Such plan shall include a schedule of payments sufficient to make such bidder current within a time period satisfactory to the City Manager. The submission of such approved plan will certify the bidder as a responsible bidder with respect to tax delinquency. Subsequent to the opening of the bids for a City contract, the Purchasing Agent shall forward the name of the lowest responsible bidder to the Executive Director of the Human Relations Commission. The Executive Director of the Human Relations Commission, and/or his designee, shall review each bidder to determine whether the bidder can be accepted to be an equal opportunity employer. Within three (3) days after receiving the name of the bidder along with the requisite information, the Executive Director of the Human Relations Commission shall make written recommendations to the city manager.

(c) The City Manager shall certify whether the bidder is deemed to be a responsible bidder. If the city manager deems a bidder to meet the city's requirements, the bidder will be certified for a period of 1 year. In each case, where the City Manager determines that a bidder is not deemed to be a responsible bidder, he shall state his reasons in a written opinion to be forwarded to the Purchasing Agent, the Executive Director of the Human Relations Commission and the bidder. The decision of the City Manager that a person is not deemed to be a responsible bidder shall be appealable by written notice, by the bidder to the contract enforcement committee, as set forth in subsection 2-633(c), within five (5) days after the receipt of the City Manager's written opinion. The contract enforcement committee may reverse the City Manager's determination by a majority vote. The bids of all persons and organizations who are not certified as responsible bidders shall not be accepted. In determining whether any given bidder to the City can be accepted as an equal opportunity employer, the bidder will be required to submit certain information, with his bid, on forms provided by the City. Such information will be reviewed and evaluated by the Executive Director of the Human Relations Commission and/or his designee. Such information shall comprise the:

- (1) Present total work force of the bidder and the participation of minority and female workers therein;

- (2) Existing job categories occupied by minority and female workers in relation to the overall workforce of the bidder;
- (3) Relationship of the bidder's minority and female workforce, by job category, to the bidder's labor market area;
- (4) Commitment of the bidder to hire minority and female workers when present minority and female workforce is not representative of minority and female workforce availability in the bidder's labor market area;
- (5) Submittal by a bidder of a company policy statement of Equal Employment Opportunity.

(d) Quality offered, delivery terms and service reputation of the vendor may be taken into consideration in determining the successful bidder. In the event that more than one lowest responsible bid has been received, the location of the vendor's principal place of business may also be taken into consideration with preference accorded to a city located business over a noncity-located business, a state-located business over a nonstate-located business, and a domestic business over a foreign business. Upon recommendation by the Purchasing Agent, the equal employment opportunity provisions of this section may be waived in the sale of city property.

(e) The City Manager shall have the power to reject any of all bids, or the bid for any one or more commodities or contractual services included in the proposed contract, when the public interest is served thereby, and to direct the Purchasing Agent to advertise again for bids. If all bids received are for the same total amount or unit price, and if the public interest will not permit the delay of re-advertising for bids, the City Manager may direct the Purchasing Agent to purchase the commodities or contractual services in the open market, provided the price paid in the open market shall not exceed the lowest contract bid price submitted for the same commodity or contractual service.

(f) No transaction which is essentially a unit shall be divided for the purpose of evading the intent of this section.

(g) For purposes of this Section and Section 2-545 of the Municipal Code, the following definitions for minority workers shall apply:

- (1) *BLACK* (not of Hispanic origin). All persons having origins in any of the Black racial groups of Africa.
- (2) *HISPANIC*. All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.
- (3) *ASIAN* or *PACIFIC ISLANDER*. All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.
- (4) *AMERICAN INDIAN* or *ALASKA NATIVE*. All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

This ordinance shall take effect upon adoption.

CITY OF HARTFORD BID ATTACHMENT

Ordinance amending Section 2-560 of the Hartford Municipal Code will be used in determining the lowest responsible bidder. For your information, the ordinance reads as follows:

Be It Ordained by the Court of Common Council of the City of Hartford:

That Section 2-560 of the Municipal code is hereby amended to read as follows:

(a) For the purpose of this section "City based business" shall mean a business with a principal place of business located within the City of Hartford. A business shall not be considered a "City based business" unless evidence satisfactory to the Purchasing Agent has been submitted with each bid submitted by said business to establish that said business has a bona fide principal place of business in Hartford. Such evidence may include evidence of ownership of or a long term lease of the real estate from which the principal place of business is operated, at time of bid submission and for the duration of the business' city contract, and/or payment of property taxes on the personal property of the business to be used in performance of the bid.

(b) The lowest responsible bidder shall be determined in the following order:

(1) Any City based bidder which has submitted a bid not more than fifteen (15) percent higher than the low bid provided such City based bidder agrees to accept the award of the bid at the amount of the low bid. If more than one City based bidder have submitted bids not more than fifteen (15) percent higher than the low bid and have agreed to accept the award of the bid at the amount of the low bid, the lowest responsible bidder shall be that one of such City based bidders which submitted the lowest bid.

(2) The low bidder.